

1 BILL NO. S-79-03-26

2 SPECIAL ORDINANCE NO. S-45-79

3 AN ORDINANCE approving a contract with  
4 T & F Construction Corporation, for  
5 Street Light Improvement Resolution  
6 No. 135-78, East Central Phase III & IV  
7 Impact Area.

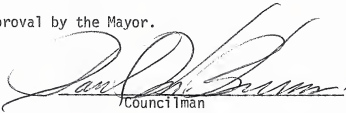
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
9 INDIANA:

10 SECTION 1. That a certain contract, dated March 14, 1979,  
11 between the City of Fort Wayne, Indiana, by and through its Mayor and the  
12 Board of Public Works, and T & F Construction Corporation, for:

13 Street Light Improvement Resolution No. 135-78,  
14 for the installation of ornamental street lighting  
15 for East Central Phase III & IV Impact Area,

16 for a total cost of \$25,344.10, which will be paid by Community Development  
17 and Planning funds, all as more particularly set forth in said contract which  
18 is on file in the Office of the Board of Public Works and is by reference  
19 incorporated herein and made a part hereof, be and the same is in all things  
20 hereby ratified, confirmed and approved.

21 SECTION 2. That this Ordinance shall be in full force and effect  
22 from and after its passage and approval by the Mayor.

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Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_

Passed and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 3-27-79

Charles W. Wintersman  
CITY CLERK

Read the third time in full and on motion by Burns

seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED ~~(LOST)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
TOTAL VOTES	<u>7</u>	_____	_____	<u>2</u>	_____
BURNS	<u>X</u>	_____	_____	_____	_____
HINGA	_____	_____	_____	<u>X</u>	_____
HUNTER	<u>X</u>	_____	_____	_____	_____
MOSES	_____	_____	_____	<u>X</u>	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 4-10-79

Charles W. Wintersman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-65-79 on the 10th day of April, 1979.  
ATTEST: (SEAL)

Charles W. Wintersman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of April, 1979, at the hour of 2 o'clock P M., E.S.T.

Charles W. Wintersman  
CITY CLERK

Approved and signed by me this 17th day of April, 1979, at the hour of 3 o'clock \_\_\_\_\_ M., E.S.T.

Rafael Sanchez  
MAYOR



67-80-14

3-14-79

CONTRACT  
Res. No. 135-78

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS

THIS AGREEMENT made and entered into this, the 14<sup>th</sup>  
day of March 1979, by and between:

T & F Construction Corp.

The party of the first part, termed in this agreement and the  
Contract Documents as the "Purchaser," and

City of Fort Wayne

The part of the second part, termed in this agreement and the  
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore  
caused to be prepared certain contract documents for furnish-  
ing labor and equipment and performing work therein fully des-  
cribed, and the Contractor did, on the \_\_\_\_\_ day of \_\_\_\_\_  
file with the Board of Public Works, a copy of said contract  
documents, together with his offer and terms therein fully  
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully  
describe the terms and conditions upon which the Contractor is  
willing to furnish the labor and equipment and perform the work  
called for by the said contract documents and in the manner and  
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as  
aforesaid be attached hereto and that the same do in all par-  
ticulars become the agreement and contract between the parties  
hereto in all matters and things set forth therein and described,  
and further, that both parties hereby accept and agree to the  
terms and conditions of said contract documents so filed, for the  
following:

Installation of street lighting with underground wiring in  
East Central Phase III & IV Impact Area for the bid of \$25,344.10.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Equal Opportunity Clause attached hereto is made a part of this Contract.

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

By: 

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ATTEST: Clerk

BOARD OF PUBLIC WORKS

\_\_\_\_\_  
CONTRACTOR:

\_\_\_\_\_  
T & F Construction Corp. of Indiana

BY: J. L. Taber  
J. L. Taber

\_\_\_\_\_  
President

Approved in Form & Legality  
By: \_\_\_\_\_

BY: V. L. Miller  
Secretary  
V. L. Miller

# CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, That T & F CONSTRUCTION CORPORATION  
of Hagerstown, Indiana 47346 as principal and

FIDELITY & DEPOSIT COMPANY OF MARYLAND  
as surety, are firmly bound unto City of Fort Wayne  
in the penal sum of (\$ 25,344.10 )

Twenty-five thousand, Three-hundred forty-four, and 10/100 Dollars,  
for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and  
several heirs, executors, administrators and assigns, firmly by these presents, this 10th day of  
January 19 79.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas  
T & F CONSTRUCTION CORPORATION

has entered into a certain written contract dated January 10, 1979  
with the principal as named herein for the erection, construction and completion of East Central Phase III  
& IV Lighting Resolution No. 135-78 situated in  
Fort Wayne, Indiana, in accordance with the plans and  
specifications approved and adopted by said City of Fort Wayne  
which are made a part of this bond.

NOW THEREFORE, if the said T & F CONSTRUCTION CORPORATION  
shall well and faithfully do and perform the same in  
all respects according to the plans and specifications adopted by the said City of Fort Wayne  
and according to the  
time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall  
promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service  
and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 10th  
day of January 19 79

ATTEST:

V. L. Miller  
Corporate Secretary  
V. L. Miller.

T & F CONSTRUCTION CORPORATION (Seal)

J. L. Taber  
J. L. Taber President (Seal)

By: Lynwell L. Case  
Lynwell L. Case, Attorney-in-fact

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Attest: \_\_\_\_\_

Official or Board.

(Note: See Burns Section 53-202)

Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECCT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Lynwell L. Case, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, and Sandi J. Murray, all of Richmond, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000)

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jerry J. Dils, et al, dated, September 13, 1976.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of October, A.D. 1978.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

CW Robbins  
Assistant Secretary

By

CM Pecct, Jr.  
Vice-President

STATE OF MARYLAND }  
City of Baltimore } ss:

On this 25th day of October, A.D. 1978, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the said affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Melinda T. Haus  
Notary Public Commission Expires July 1, 1982

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made herebefore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 10th day of January, 1979.

W. S. Butler  
Assistant Secretary



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

January 8, 1979

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

On January 3, 1979, the Board of Works received bids for the installation of ornamental street lighting for the East Central Phase III and Phase IV Impact Area, under Street Lighting Resolution No. 135-1979. T & F Construction Corporation was the low bidder in the amount of \$25,344.10. Said project will be 100% funded by C D & P.

Street Light Engineering advises that T & F Construction Corporation will be ready to begin construction January 22, 1979, and therefore, would like "Prior Approval" so that installation of street lighting may begin at that time.

Therefore, Board of Works respectfully requests "Prior Approval" so that T & F Construction may begin construction January 22 as planned.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

*Henry T. Wehrenberg*  
HENRY T. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

*Robert E. Armstrong*  
ROBERT E. ARMSTRONG, MAYOR

ep  
APPROVED:

*William T. Hanga* *James J. Hanga* *Frederick Rhante*  
*Arnold J. Talarico* *John J. Hanga*  
*William T. Hanga*

MEMBERS OF THE COMMON COUNCIL

ATTEST  
*Charles W. Westerman*  
CHARLES W. WESTERMAN, CLERK



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

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HENRY P. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

*Robert E. Armstrong*  
ROBERT E. ARMSTRONG, MAYOR

ep  
APPROVED:

*James J. Hester*  
*Frederick J. Hester*  
*Arnold J. Talarico*  
*William T. Hester*  
MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Charles W. Westerman*  
CHARLES W. WESTERMAN, CLERK

4430

TITLE OF ORDINANCE SPECIAL ORDINANCE - ST. LIGHT RES. NO. 135-78 - E. CENTRAL PH. III & IV  
IMPACT AREA

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-75-03-26

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET LIGHT IMPROVEMENT RESOLUTION NO. 135-78, EAST

CENTRAL PHASE III & IV IMPACT AREA, FOR THE INSTALLATION OF ORNAMENTAL STREET

LIGHTING IN THE AMOUNT OF \$25,344.10 BY T & F CONSTRUCTION CORP., CONTRACTOR

FOR THE PROJECT.

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED JANUARY 8, 1979

EFFECT OF PASSAGE INSTALLATION OF ORNAMENTAL STREET LIGHTING IN ABOVE-DESCRIBED IMPACT AREA

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$25,344.10 TO BE PAID BY C D & P FUNDS

ASSIGNED TO COMMITTEE \_\_\_\_\_